

Timothy M. Freudenberger (SBN 138257)  
 Alison L. Tsao (SBN 198250)  
 Kent J. Sprinkle (SBN 226971)  
 CARLTON DiSANTE & FREUDENBERGER LLP  
 601 Montgomery Street, Suite 350  
 San Francisco, California 94111  
 Telephone: (415) 981-3233  
 Facsimile: (415) 981-3246  
 E-Mail: atsao@cdflaborlaw.com

Attorneys for Defendant  
 WELLS FARGO BANK, N.A.

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

MARTIN LEWIS and AARON COOPER, on ) Case No. 08-2670 CW  
 behalf of themselves and those similarly situated,, )

Plaintiffs,  
 vs.

Wells Fargo & Co.,

Defendant.

**CONFIDENTIALITY STIPULATION  
 AND PROTECTIVE ORDER**

Plaintiffs Martin Lewis and Aaron Cooper ("Plaintiffs") and Defendant Wells Fargo Bank, N.A. (erroneously sued as Wells Fargo & Co.) ("Defendant" or "Wells Fargo") hereby stipulate, through their respective counsel of record, as follows:

1. Counsel for Wells Fargo will send a list containing the names and last known home addresses of former and current Wells Fargo employees outside California who have held the position of Network Engineer, Levels 3-6, at any time from May 28, 2005 to the present; and the names and last known home addresses of former and current Wells Fargo employees within California who have held the position of Network Engineer, Levels 3-6, at any time from May 28, 2004 to the present (hereinafter, the "Contact List"), to Rust Consulting, Inc. ("Rust"), which is a third-party mailing house chosen by counsel for the parties.

1                   2.       Rust hereby agrees not to use the Contact List or any information contained  
2 thereon or obtained therefrom for any purpose other than the purpose set forth in this  
3 Confidentiality Stipulation and Protective Order. Rust hereby agrees not to disclose the Contact  
4 List or any information thereon or obtained therefrom to counsel for Plaintiffs or to any other  
5 person for any reason, except as required herein or by further Order of this Court. Rust agrees that  
6 it is responsible for ensuring that any of its employee or agents who are given access to the Contact  
7 List and any information thereon or therefrom are informed of, and agree to be bound by, the terms  
8 of this Stipulation and Order.

9                   3.       In the event that the Contact List, or any information contained thereon or  
10 obtained therefrom, is disclosed to Plaintiffs by Rust, Plaintiffs agree not to copy, forward or use  
11 the information in any way, and to notify and return the information to Wells Fargo immediately.

12                  4.       Rust hereby agrees to send the letter which is attached hereto as Exhibit A  
13 (“Letter”) to the persons listed in the Contact List at the addresses set forth in the Contact List. The  
14 Letter will be on Rust’s letterhead and in an envelope bearing the return address for Rust.

15                  5.       If any Letters are returned as undeliverable, Rust will use reasonable  
16 methods to determine an updated address (including those set forth in Rust’s Estimate of November  
17 5, 2008), and, if a new address is located, send a Letter to the updated address.

18                  6.       Within thirty (30) days after the mailing of the Letter to the persons on the  
19 Contact List, Rust will provide (1) to Wells Fargo a list of names of those persons whose Letter  
20 was returned to Rust as undeliverable and any updated address information for each returned  
21 Letter; and (2) to Plaintiffs notification that they have sent this list to Wells Fargo.

22                  7.       Within five business days of receiving the list from Rust, Wells Fargo will  
23 provide to Plaintiffs’ counsel a report showing the following information for each returned Letter:  
24 (a) state(s) in which each individual worked, and (b) the individual’s job level(s) (3, 4, 5, and/or 6)  
25 during the relevant time period.

26                  8.       Plaintiffs and Wells Fargo shall share equal responsibility for all costs  
27 charged by Rust for the activities set forth in its Mailing Administration Estimate dated October 16,  
28 2008.

9. The terms and conditions of this Confidentiality Stipulation and Protective Order shall remain in full force and effect until further order of this Court or a Court of competent jurisdiction and shall not cease to be in effect because this litigation is finally adjudicated. The Court shall retain jurisdiction over this matter after entry of final judgment to enforce the terms of this Order.

10. Nothing contained in this Confidentiality Stipulation and Protective Order shall be deemed to preclude either party from seeking and obtaining, on appropriate showing, a further protective order relating to any discovery in this case, or the use of information contained within or derived from the Contact List in this action.

Dated: November \_\_, 2008

LIEF, CABRASER, HEIMANN & BERSTEIN LLP  
Kelly M. Dermody (SBN 171716)  
Jahan C. Sagafi (SBN 224887)

By: \_\_\_\_\_  
Jahan C. Sagafi

Dated: November \_\_, 2008

CARLTON DISANTE & FREUDENBERGER LLP  
Timothy M. Freudenberger (SBN 138257)  
Alison L. Tsao (SBN 198250)  
Kent J. Sprinkle (SBN 226971)

By: \_\_\_\_\_  
Alison L. Tsao

Dated: November \_\_, 2008

RUST CONSULTING, INC.

By: \_\_\_\_\_  
Eric W. Bishop, Principal Consultant

(Order contained on next page)

Good cause appearing, IT IS SO ORDERED.

Dated: November \_20, 2008



By: \_\_\_\_\_

The Honorable Claudia Wilken  
Judge of the U.S. District Court for the  
Northern District of California